

PivotLink Acceptable Use Policy (AUP)

Acceptance of Terms

The services PivotLink provides to you are subject to the following AUP. PivotLink reserves the right to update the AUP at any time without notice. The most current version of the AUP can be viewed by clicking on the "**Acceptable Use Policy**" hypertext link on the home page of each of PivotLink's Web applications and Websites, including this site.

In addition, you acknowledge and agree that your use of PivotLink's Web applications and Websites is subject to posted guidelines and/or rules applicable to the PivotLink Web applications and Websites which may be posted from time to time. All such guidelines and/or rules are hereby incorporated by reference into the AUP.

Description of Service

Through its network of Web properties, PivotLink provides you with access to a variety of Web applications and Websites that provide you with a rich collection of collaborative tools and resources that help you document, manage, measure, and report services, activities, and outcomes (collectively the "**Service**"). By using the Service, you acknowledge and agree that the Service may include certain communications from PivotLink including, but not limited to service announcements and administrative messages. You acknowledge and agree that such communications are included in the Service and as a registered User, you will receive them.

Unless expressly written and agreed by PivotLink otherwise, you acknowledge and agree that any new feature that augments or enhances the current Service shall be subject to the AUP, without limitation. You are solely responsible for obtaining access to the Service and such access may involve third party fees, including but not limited to Internet service provider or airtime charges. You are solely responsible for third party fees and for all equipment and devices necessary for you to access the Service.

Non-Commercial Use Limitation

Unless agreed to expressly in writing, the Service is for your personnel and non-commercial use. You may not modify, copy, distribute, duplicate, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, data, software, products, services, or any other portion of the Service, use of the Service, or access to the Service, by any means whatsoever.

Privacy and Protection of Personal Information

See Privacy Statement disclosures relating to the collection and use of your information. The Privacy Statement can be viewed by clicking on the "**Privacy Statement**" hypertext link on PivotLink's Web applications and Websites.

Internet Abuse

You may not use PivotLink's Web applications, Websites, or networks to engage in, foster, or promote, abusive or irresponsible behavior, including:

- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any system or network without the express written authorization of the owner of the system or network;

- Interference with service to any User of any PivotLink Web application, Website, or network including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Interference with service to any User of any other system or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a User or covertly transmits information about the User;
- Use of the service for distribution of advertisement delivery software unless:
 - (i) the User affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and
 - (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; or
 - (iii) Any conduct that is likely to result in retaliation against a PivotLink owned or controlled Web application, Website, system, network, or PivotLink's employees, officers, or other agents, including engaging in behavior that results in a server being the target of a denial of service attack (DoS).

User Account, Password, and Security

You acknowledge and agree that you will not share your username or password(s) with any unauthorized person and that you – not PivotLink – are solely responsible for maintaining the confidentiality of your username and password(s). You must take reasonable security precautions in light of your use of the PivotLink Service. You must protect the confidentiality of your password(s), and you should change your password(s) periodically. You are solely responsible for all activities that occur under the account affiliated with your username and password.

PivotLink will not be held liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by PivotLink or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the expressed permission of the account holder.

In order to maintain best practices in security, you acknowledge and accept that the Web application shall "time out" after 20 minutes if the application detects that no information has been submitted to the database via the "Submit" button located on select forms in the Service. You acknowledge that this feature is required in order for PivotLink and Customer to meet best practices in security. You acknowledge and accept that the 20 minute security timeout protects you and your client's personal information. Features within the Web application that enable you to type text are available strictly for your convenience and are not meant to substitute for word processing technology. It may be more convenient for you to type text into a word

processing program, copy it, and paste it into the Service to help ensure that your data is not lost. You acknowledge and agree that your failure to follow the aforementioned procedures may result in loss of data and is done entirely at your own risk.

A compromised Web application and/or server is potentially disruptive to PivotLink's other Web applications, networks and other customers. Therefore PivotLink may take your Web application offline if it is accessed or manipulated by third party without your consent. You agree to:

- (i) Immediately notify PivotLink of any unauthorized use of your account or any other breach of security; and
- (ii) Log off from your account at the end of each session.
- (iii) Hold PivotLink harmless for your failure to comply with this AUP. You acknowledge and agree that PivotLink cannot and shall not be liable for any loss or damage arising from your failure to comply with this AUP.

Bulk or Commercial Email

If applicable, you must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial email. In addition, you must obtain PivotLink's advance approval for any bulk email, which will not be given unless you are able to demonstrate all of the following to PivotLink's reasonable satisfaction:

- Your intended recipients have given their consent to receive email via some affirmative means, such as an opt-in procedure;
- Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the email address for which the consent is given;
- You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor your recipient's and PivotLink's requests to produce consent evidence within 72 hours of receipt of the request.
- You have procedures in place that allow a recipient to revoke their consent – such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- You must post an email address for complaints (such as abuse@your domain.com) in a conspicuous place on any Website associated with the email; you must register that address at abuse.net; and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints; and
- You may not obscure the source of your email in any manner. Your email must include the recipients email address in the body of the message or in the "TO" line of the email.

These policies apply to messages sent using your PivotLink service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an email address hosted via your PivotLink service. In addition, you may not use a third party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by you.

PivotLink may test and otherwise monitor your compliance with its requirements, and may block the transmission of email that violates these provisions.

Compliance with Local Laws and Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local laws and regulations regarding online conduct and acceptable content. You shall comply entirely with all applicable laws regarding the transmission of technical data exported from and between the United States and the country in which you are located.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a PivotLink Web application, Website, system or network or to breach PivotLink's security or authentication measures, whether by passive or intrusive techniques, without PivotLink's express written consent.

Offensive Content

You may not publish or transmit via PivotLink's Web applications, Websites, networks, or equipment any content or links to any content that PivotLink believes:

- Constitutes, fosters, or promotes child pornography;
- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trademark or service mark, patent, or other property right;
- Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to PivotLink; or
- Is otherwise malicious, fraudulent, or may result in retaliation against PivotLink by offended viewers.

Content "published or transmitted" via PivotLink's Web applications, Websites, networks, or equipment may include, but is not limited to Web content, email, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

Notice

Notices to you may be made via email. The Service may provide you with notices to you generally via the Service.

Trademarks

The name PivotLink and all affiliated logos, symbols, slogans, and taglines, as well as any and all products, service names and symbols affiliated with PivotLink are trademarks of PivotLink LLC. You agree not to display, reproduce, or use in any manner whatsoever, any and all of these proprietary marks.

Copyrights

You may not use PivotLink's Web applications, Websites, networks, or equipment to publish, distribute, download, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;
- You are otherwise permitted by established United States copyright law to copy the work in that manner.

PivotLink may terminate the service of copyright infringers.

Copyright Infringement Notice (Digital Millennium Copyright Act)

If you believe your copyright is being infringed by a person using a PivotLink Web application or the PivotLink Platform, please send your written notice of copyright infringement to:

Chief Executive Officer
PivotLink
999 Vanderbilt Beach Road
Suite 200
Naples, FL 34108

Your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit PivotLink to locate the material;
- Information reasonably sufficient to permit PivotLink to contact you, such as an address, telephone number, and if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law;
- A statement that the information in the notification is accurate; and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Cooperation with Investigations and Legal Proceedings

PivotLink may, without notice to you:

- Report to the appropriate authorities any conduct by you that it believes violates applicable criminal law, and
- Provide any information it has about you in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

Other

- You must have valid and current information on file with your domain name registrar for any domain affiliated with a PivotLink Web application, or hosted on the PivotLink network.

- You may only use IP addresses assigned to you by PivotLink staff in connection with your PivotLink services.
- You agree that if the PivotLink IP numbers assigned to your account become listed on Spamhaus, Spews, NJABL or other abuse databases, you will be in violation of this AUP, and PivotLink may take reasonable action to protect its IP numbers, including suspension and/or termination of your Service, regardless of whether the IP numbers were listed as a result of your actions.

Consequences of Violation of AUP

PivotLink may without notice to you, suspend the Service or remove any content transmitted via the PivotLink Service if it discovers facts that lead it to reasonably believe the Service is being used by you in violation of this AUP. You must cooperate with PivotLink's reasonable investigation of any suspected violation of the AUP. PivotLink will attempt to contact you prior to suspension of your Service and network access to the server(s) but prior notification is not assured.

You are strictly responsible for the violation of this AUP, including violations that occur due to unauthorized use of your service (but not including unauthorized use that results from PivotLink's failure to perform its obligations under the Master Services Agreement).

PivotLink may charge you its hourly rate for AUP breach recovery (currently \$250.00/hour) plus the cost of equipment and material needed to (i) investigate or otherwise respond to any suspected violation of this AUP, (ii) remedy any harm caused to PivotLink or any of its customers by the violation of this AUP, (iii) respond to complaints, including complaints under the Digital Millennium Copyright Act, (iv) respond to subpoenas and other third party requests for information as described in the Master Services Agreement, and (v) have PivotLink's Internet Protocol numbers removed from any abuse database. No credit will be available to you for interruptions of the Service resulting from your AUP violations.

Amendments to AUP

The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, we may from time to time amend this AUP in accordance with our Master Services Agreement to further detail or describe reasonable restrictions on your use of our services.

Violations

Please report any violations of the AUP to PivotLink.

Disclaimer

PivotLink is under no duty, and does not by this AUP undertake a duty, to monitor or police Customer activities. PivotLink expressly disclaims any responsibility for any misuse of PivotLink's Web applications, Websites, or the PivotLink Platform. PivotLink disclaims any obligation to any person who has not entered into an agreement with PivotLink for services.

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